



**MCI Telecommunications
Corporation**

1801 Pennsylvania Avenue, NW
Washington, DC 20006
202 887 2307
FAX 202 887 3175

Susan Jin Davis
Senior Counsel
Federal Law and Public Policy



May 1, 1998

VIA HAND DELIVERY

RECEIPT

Ms. Magalie Roman Salas, Secretary
Federal Communications Commission
1919 M Street, NW Room 222
Washington, DC 20554

Re: Ex Parte Presentation in CC Docket No. 97-231; CC Docket No. 97-121; CC Docket No. 97-208; CC Docket No. 97-137; CC Docket No. 98-56, RM-9101

Dear Ms. Salas:

On Friday, May 1, 1998, I distributed the attached document, MCI's list of performance credits, to Audrey Wright of the Policy Division. This document was produced in response to a request by Staff at MCI's meeting on SWBT's OSS and performance standards and measurements of April 30, 1998.

Two copies of this Notice are being submitted to the Secretary of the FCC in accordance with Section 1.1206(a)(2) of the Commission's rules.

Sincerely,

Susan Jin Davis

Attachment

cc: Audrey Wright

RECEIVED

MAY - 1 1998

**FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY**

PERFORMANCE MEASUREMENTS, STANDARDS, AND ENFORCEMENT ACTIONS

Section C - Enforcement Action 1: Per Occurrence and Overall Performance Credits for Failure to Meet a Performance Standard

Per Occurrence Credits

Each performance measurement monitors the quality that is critical to customer satisfaction. Consequently, these performance measurements have an associated Per Occurrence Credit due to MCI for specific lack of performance as described in the following table. Within each performance function represented in the table below, Per Occurrence Credits shall be determined on a per-measurement basis.

Performance Function	Occurrence	Per Occurrence Credit
Orders Completed and Not Completed Within Specified Intervals	Installations, feature changes, suspends, blocks, restores, or service disconnects that fall outside the requirements set forth in B	For each service included in the particular Occurrence, the applicable non-recurring charges and the greater of: a) \$10,000; or b) the total monthly recurring charges associated with the service multiplied by the number of percentage points that actual performance falls below the Performance Standard set forth in B
Order Accuracy	Orders for installation, feature change, suspend, block, restore, or service disconnect that fall outside the requirements set forth in B	For each Order Accuracy measurement included in the particular Occurrence, the applicable non-recurring charges and the greater of: a) \$10,000; or b) the total monthly recurring charges associated with the service multiplied by the number of percentage points that actual performance falls below the Performance Standard set forth in B

PERFORMANCE MEASUREMENTS, STANDARDS, AND ENFORCEMENT ACTIONS

Performance Function	Occurrence	Per Occurrence Credit
Order Status	FOCs, Jeopardies, Rejects, or Order Completions that fall outside the requirements set forth in B	For each Order Status measurement included in the particular Occurrence, the applicable non-recurring charges and the greater of: a) \$10,000; or b) the total monthly recurring charges associated with the service multiplied by the number of percentage points that actual performance falls below the Performance Standard set forth in B
Time to Restore (TTR)	Each restoral or failure to restore that falls outside the requirements set forth in B	For the applicable service or Network Element, (i) the non-recurring charge; and (ii) the credits below. Out of Service - No Dispatch \$20,000 for each occurrence outside 4 hr requirement \$15,000 for each occurrence outside 3 hr requirement \$10,000 for each occurrence outside 2 hr requirement Out of Service - Dispatch \$20,000 for each occurrence outside 16 hr requirement \$15,000 for each occurrence outside 8 hr requirement \$10,000 for each occurrence outside 4 hr requirement All Other Troubles \$10,000 for each occurrence outside 24 hr requirement
Number and Percent of Maintenance Failures	To be Negotiated	To be Negotiated
Repeat Troubles	Each instance of repeat trouble that falls outside the requirements of B	\$10,000 for each repeat trouble outside the requirement set forth in B

PERFORMANCE MEASUREMENTS, STANDARDS, AND ENFORCEMENT ACTIONS

Performance Function	Occurrence	Per Occurrence Credit
Missed Appointments	Each missed customer appointment that falls outside the requirements of B	\$10,000 for each missed appointment outside the requirement set forth in B
Systems Availability	For each system interface, each hour, or part thereof, that falls outside the requirement set forth in B	\$10,000
Center Responsiveness	Each call that falls outside the requirements set forth in B	\$10,000
Timeliness of Billing Records Delivered	Each bill and/or billing record received outside the requirements set forth in B	All charges reflected on the bill and/or billing records that fail to meet this standard
Billing Accuracy	Each bill and/or billing record received outside the requirements set forth in B	All charges reflected on the bill and/or billing records that fail to meet this standard
Average Speed to Answer	Each call to Bell Atlantic's OS or DA platform that falls outside the requirements set forth in B	The applicable recurring charge for each Occurrence multiplied by the number of percentage points that the actual performance falls below the Performance Standard set forth in B
Availability of Network Elements	Each interval (minutes or seconds, whichever is applicable) during which Loop Combinations, A-Links, D-Links, or SCP/Databases are not available outside the requirements set forth in B Each incorrect SCP/Database update that falls outside the requirements set forth in B	\$10,000
Performance of Network Elements	Each event that falls outside the requirements of B	\$10,000

Overall Performance Credits

This section describes Overall Performance Credits, the purpose of which is to create an incentive for Bell Atlantic to maintain its overall performance (as opposed to its

PERFORMANCE MEASUREMENTS, STANDARDS, AND ENFORCEMENT ACTIONS

performance on a per occurrence basis) consistent with all the performance functions outlined above.

Each Performance Standard outlined above is assigned an equal weight. To account for repeated Performance Standard failures, the weight for each Performance Standard will then be adjusted by a multiplier which will be equal to the number of consecutive months (including the first month) a particular Performance Standard has not been met. The weight times the multiplier will represent the percentage by which Bell Atlantic will credit MCI for failure to meet Performance Standards. On a monthly basis, this calculation will be used to credit MCI by a percentage of MCI's monthly bill for Performance Standards that Bell Atlantic fails to meet in that particular month.

The following is an example to illustrate the Overall Performance Credit:

For example, in Month A there are 75 Performance Standards listed in IV(b), and each Performance Standard is assigned a weight of $(100/75) = 1.333$. Bell Atlantic failed to meet nine (9) Performance Standards in Month A. Of these, Bell Atlantic failed to meet one (1) Performance Standard for three (3) consecutive months, failed to meet three (3) Performance Standards for two (2) consecutive months, and failed to meet five (5) Performance Standards for one (1) month. The multiplier for Month A then is as follows:

$$(1 \times 3) + (3 \times 2) + (5 \times 1) = 14$$

The Overall Performance Credit for Month A will be calculated as follows:

$$1.333 \times 14 = 18.66$$

As a result, Bell Atlantic will credit MCI an amount equal to 18.66% of Month A's bill.

BEFORE THE CALIFORNIA PUBLIC UTILITIES COMMISSION

Order Instituting Rulemaking On The)	
Commission's Own Motion Into)	R.97-10-016
Monitoring Performance Of Operations)	
Support Systems.)	
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Order Instituting Investigation On The)	
Commission's Own Motion Into)	I.97-10-017
Monitoring Performance Of Operations)	
Support Systems.)	
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**PACIFIC BELL'S (U 1001 C) PERFORMANCE
REMEDIES PLAN**

Pacific Bell ("Pacific") hereby submits its performance remedies plan for the technical workshop set to begin February 4, 1999. Pacific submits this plan pursuant to the Pre-Workshop Hearing held on January 11, 1999.

**1. Performance Remedies Should Be Incorporated Into Contracts
As Liquidated Damages And As The Sole Monetary Remedy**

Liquidated damages, for failure to meet specified performance measures, are contained in a number of Pacific's interconnection agreements. The liquidated damages provisions generally provide that Pacific shall waive a portion of non-recurring or recurring charges for a missed measure, if the performance data demonstrates that Pacific

has given the CLEC less than parity service. "Parity" is defined in the contracts by reference to a level of service that is within 1.65 standard deviations of the level of service that Pacific provides for itself. Pacific believes that the liquidated damages provisions in the interconnection agreements, which in some cases were arbitrated and approved by the Commission, set forth the appropriate terms and conditions under which Pacific must make payments to CLECs for performance failures. Pacific therefore urges the Commission to uphold the provisions found in those contracts.

In the course of dealing with the Commission and the CLECs over the past several months, Pacific understands the need for considering a performance payment mechanism that is more consistent with the performance measures being considered in the OSS OII. In the spirit of collaboration, Pacific offers the plan herein should the Commission determine that the performance remedies mechanism currently in the contracts and all related provisions needs to be replaced.

The remedies proposed by Pacific are substantially more far reaching than the ones contained in the interconnection agreements. The contracts contain only about *15 measures* for which liquidated damages could apply. Under the performance measure plan agreed to by the parties in the OSS OII, there are over *one thousand submeasures* to which remedies could potentially apply. In addition, Pacific increases the remedy for each submeasure from a portion of the associated recurring or nonrecurring charges, to the entire charge. Further, Pacific will pay \$5,000 or \$20,000 per missed *measure* (for the 39 measures eligible for remedies), depending on the level of severity or frequency of the failure.

Any payment mechanism adopted by the Commission should be viewed as liquidated damages and as the exclusive monetary remedy for performance failure. As the FCC has stated in evaluating a Section 271 application for long-distance approval, the FCC will inquire whether the applicant has "agreed" to "private" enforcement mechanisms triggered by noncompliance with the applicable performance standards.¹ Thus, the FCC has recognized that such enforcement mechanisms, like Pacific's existing liquidated damage contractual obligations, should be "private" in nature and should be agreed to, or presumably negotiated and arbitrated by, the applicant.

Accordingly, Pacific proposes that the Commission-approved performance measures and performance payment mechanisms be incorporated into existing and new interconnection agreements through negotiated amendments and agreements.

**2. Specific Criteria For Imposition of Remedies:
Performance Criteria; Mitigating Random Variation;
Statistical Methodology; Sample Size**

a. Performance Criteria and Mitigating Random Variation

Pacific's proposed plan takes into account many aspects of the interconnection agreements with the CLECs, the proposals made collectively by certain CLECs and by Sprint in the October 5, 1998 filing, and the ongoing discussions with CLECs since that time. The table below illustrates Pacific's proposal. A detailed explanation follows the table:

TIER I – By submeasure, by individual CLEC

Degree of Deviation	1 month	3 consecutive months
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¹ In the Matter of Application of BellSouth Corporation, BellSouth Telecommunications, Inc., and BellSouth Long Distance, Inc., for Provision of In-Region, InterLATA Services in Louisiana, CC Docket No. 98-121, released October 13, 1998, FCC 98-271, para. 364.

1.65 < S.D. ≤ 3 for parity submeasures (0 < occurrences ≤ 10% for benchmark submeasures)	Pacific waives recurring or nonrecurring charges for occurrences out of parity	Pacific waives recurring or nonrecurring charges for occurrences out of parity, and pays twice that amount to the CLEC
> 3 S.D. for parity submeasures (> 10% for benchmark submeasures)	Pacific waives recurring or nonrecurring charges for occurrences out of parity, and pays twice that amount to the CLEC	

Parity Submeasures

For those submeasures based on parity, the level of performance at which Pacific proposes imposing a monetary payment is 1.65 standard deviations below the level of service that Pacific provides to itself. This level of deviation comes directly from the definition of “parity” in several interconnection agreements with CLECs.² A standard deviation of 1.65 generally results in a confidence level of around 95%.

Pacific further proposes imposing an increased performance remedy when the out of parity condition exists for three consecutive months (referred to by the parties as a “chronic” occurrence), or when the out of parity condition is more than three standard deviations below the level of Pacific’s performance for itself (referred to by the parties as a “severe” miss). The chronic and severity elements currently do not exist in Pacific’s interconnection agreements. Pacific offers to add these elements based on discussions with Staff and the CLECs.

The amount of the remedy for a miss greater than 1.65 standard deviations (but

² See, e.g., Agreement Between Pacific Bell and AT&T Communications of California, Inc., effective December 19, 1996 (“AT&T ICA”), Attachment 17, p. 1.

less than 3 standard deviations) is the associated recurring or nonrecurring charges for the occurrences that were out of parity (i.e., greater than 1.65 standard deviations) for the given submeasure.³ For example, if the average installation interval in one month for a CLEC is greater than 1.65 standard deviations below the average installation interval for Pacific's own customers, Pacific waives the CLEC's average nonrecurring charges for each order that was out of parity (i.e., greater than 1.65 standard deviations). Although the interconnection agreements in most instances call for Pacific to waive only a portion of the recurring or nonrecurring charges (e.g., 20%), Pacific is willing to include in this proposal the entire recurring or nonrecurring charges associated with the missed events.

For a chronic miss (three consecutive months) or severe miss (greater than three standard deviations), Pacific would triple the amount of the remedy for a one month miss greater than 1.65 standard deviations. In other words, in the third month, Pacific would waive the average recurring or nonrecurring charges for the occurrences out of parity for the missed submeasure for that month and pay twice that amount to the CLEC. For example: if Pacific missed the "% Appointments Met" measure by greater than 1.65 SD, but less than 3 SD, for three consecutive months Pacific would waive in the first month the average non-recurring charge for each occurrence out of parity, Pacific would waive

³ Attached is a table showing the recurring or nonrecurring charges to be applied for each missed measure. Where no charge is directly associated with a particular submeasure, e.g., interface availability, Pacific will pay \$250 for the missed submeasure (irrespective of the number of occurrences).

in the second month the average non-recurring charge for each occurrence out of parity, and Pacific would waive in the third month the average non-recurring charge for each occurrence out of parity plus pay twice that amount to the CLEC. Again, the interconnection agreements generally contain no escalated remedies for chronic or severe misses.

Benchmark Submeasures

For benchmark submeasures, Pacific has adopted the CLECs' criteria which imposes a performance payment for any occurrences beyond the acceptable level in the benchmark. It also incorporates chronic and severity elements analogous to those set forth for the parity measures. For example, if a benchmark requires Pacific to complete 90% of all orders within X hours, Pacific pays no remedy where the success rate is 90% or better. If Pacific's success rate is between 81% and 90%, Pacific incurs the first level of remedies for each occurrence that caused Pacific to fall below 90%. If Pacific's success rate is lower than 81%, Pacific incurs the second level of remedies for each occurrence that caused Pacific to fall below 81%.

TIER II – by measure by individual CLEC

The following section discusses Pacific's proposal for applying a liquidated remedy on a per *measure* basis. The table is followed by a discussion explaining that aspect of Pacific's proposal.

Degree of Deviation	1 month	3 consecutive months
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<p>Greater than 50% of the submeasures within the measure are:</p> <p>$1.65 < S.D. \leq 3$ for parity measures</p> <p>($0 < \text{occurrences} \leq 10\%$ for benchmark measures)</p>	\$5,000	\$20,000
<p>Greater than 50% of the submeasures within the measure are:</p> <p>$> 3 S.D.$ for parity measures</p> <p>($> 10\%$ for benchmark measures)</p>	\$20,000	

Under Pacific's plan, Tier I looks at each *submeasure* for each CLEC. There could potentially be over *one thousand submeasures per CLEC*. If performance payments for such submeasures are levied in the thousands of dollars, the financial exposure to Pacific would be astronomical. In contrast, Pacific is generally subject to performance remedies in its interconnection agreements for only about *15 measures*. Thus, as explained above, Pacific's proposed payments under Tier I are based on recurring and nonrecurring charges associated with the missed events, and escalated by a factor of three for chronic and severe problems. Again, this is because we are considering over 1,000 submeasures per CLEC in Tier I.

Pacific proposes a second tier of analysis based on evaluating each *measure* by individual CLEC. The *measure* is comprised of all the *submeasures* that make up the overall measure. If Pacific misses over 50% of the submeasures within a given measure

for a particular CLEC, Pacific pays \$5,000 for that measure, unless more than half the submeasures are missed by greater than three standard deviations (or by more than 10% for benchmark submeasures), in which case Pacific pays \$20,000. If Pacific misses more than 50% of the submeasures within a given measure for a particular CLEC for three consecutive months, Pacific pays \$20,000 for that measure in the third month.⁴

Payments CLECs

Any payments under this proposal would be made to the CLECs. The ILECs' obligations to provide nondiscriminatory access to its operations support systems, under the Act and under the interconnection agreements, is to the CLECs. Accordingly, payments for out of parity performance should be made to the CLECs in the form of liquidated damages, just as set forth in many of Pacific's interconnection agreements.

Mitigating Random Variation

One of the most important issues in this proceeding, along with the monetary value ascribed to performance failures, is the matter of mitigating random variation. According to well-accepted statistical theory, assuming that all service provisioning is approached in substantially the same manner, 5% of the time performance will be at least 1.65 standard deviations above parity while 5% of the time performance will be at least 1.65 standard deviation below parity. Therefore, through no fault of its own, but due solely to the vagaries of the laws of statistics and modeling, Pacific will be virtually guaranteed to incur liability on 5% of all measures over time, unless some mitigation of this byproduct of mathematical modeling is counteracted effectively. Assuming,

⁴ For purposes of this analysis, submeasures included in the analysis are those submeasures for which the CLEC has attained the minimum sample size of 20.

hypothetically, that there are only 20 operating CLECs with only 100 submeasures each, and that the payment per missed submeasure is \$10,000, Pacific would be expected to pay \$12,000,000 annually *due solely to random variation* and through no fault of Pacific.

The fairest plan should result in an expected payout of zero dollars for random variation. In other words, it would be unfair to impose monetary payments on Pacific for factors, such as random variation, that are beyond Pacific's control. Random variation can result in an enormous financial risk, particularly when the proposed monetary payments are in the thousands of dollars.

Pacific proposes adoption of the random variation model shown below. Under this proposal, Pacific would receive what the parties refer to as a "forgiveness" every six months, for each submeasure and measure, which Pacific could use to offset a missed measure or submeasure.

The limitations to the forgiveness plan are as follows:

1. Pacific receives one forgiveness each 6 months per submeasure.
- 1.A Subject to the additional limitations below, the forgiveness must be used at the first available opportunity.
- 1.B A forgiveness cannot be used immediately after a missed month.
- 1.C A forgiveness cannot be used to offset a chronic or severe miss.
- 1.D A forgiveness cannot be applied across different submeasures.
- 1.E Pacific cannot accrue (hold) more than two forgiveness units, at any one time, for any given submeasure.

Pacific notes that, even under this forgiveness plan, Pacific's expected payout due to random variation alone is not reduced to zero. Accordingly, Pacific views this plan as a significant compromise. Pacific's proposal of this forgiveness plan is necessarily conditioned on the entire performance remedy proposal and cannot be viewed in the abstract. Pacific does not agree that this forgiveness proposal sufficiently mitigates

random variation if changes are made to the remainder of the performance remedy plan.

b. Statistical Methodology

Pacific originally proposed using the standard z-test for purposes of determining compliance with parity. However, in accordance with its efforts to accommodate CLEC concerns throughout the collaborative process, Pacific offers to use the modified z-test proposed by the CLECs on a trial basis. Pacific believes that the appropriateness of using the modified z-test should be evaluated after an initial period to determine whether it is yielding fair and accurate results.

c. Sample Size

The generally accepted minimum sample size is 30 occurrences. Again, in an effort to be collaborative, Pacific offers to reduce the minimum sample size per submeasure to 20 occurrences.

3. Procedural Cap

If the total computed performance payments within one month for all CLECs exceeds \$3,000,000, an expedited hearing should be held to determine whether the amounts exceeding \$3,000,000 should be paid by Pacific. The amounts owed up to \$3,000,000 will be prorated and paid to the CLECs to whom incentives are owed. Pacific will be required to make the payments in excess of \$3,000,000 only if a preponderance of the evidence shows that Pacific engaged in negligent or intentional misconduct and that the CLECs suffered substantial competitive harm.

A procedural cap is necessary to ensure that the performance measures and payments do not create a windfall for CLECs and an enormous financial burden to Pacific

without an opportunity for Pacific to be heard. The parties are using their best efforts to propose plans that, in their view, are appropriate and just. However, in certain cases the parties are agreeing to measures, analogs and benchmarks that have not been tested. Under these circumstances, and in light of the tremendous financial risk to Pacific, a procedural cap should be set at \$3,000,000 to ensure that Pacific has an opportunity to be heard before it is required to pay some greater amount.

4. Measures To Which Remedies Apply

Pacific incorporates by reference the discussion contained in the October 5, 1998 joint filing.

5. Exceptions To Remedies: Force Majeure; Statistical Analysis; CLEC Measures

The Commission must identify the appropriate exceptions for performance remedies. The most obvious of such exceptions would include items such as force majeure events, situations where the CLEC is at fault for the apparent less-than-parity performance result, or situations where such result is beyond the control of Pacific for other reasons. In addition, there will be situations where the process is really in parity but inherent limitations in the performance measures suggest an out of parity condition.

The Commission must allow a process whereby Pacific will be permitted to conduct a factual analysis and to present the results of such analysis to show that an apparent less-than-parity performance result is not the result of discriminatory treatment. For example, if Pacific is providing service to a CLEC that serves primarily a concentrated business district in one metropolitan area, that CLEC's performance results could be worse than Pacific's retail results for certain measures, e.g., installation or repair

intervals, since Pacific's retail results will consist of data from suburban or rural areas and all metropolitan areas where service could be appreciably better under certain circumstances which could be adverse to telephone service, but not rising to the level of force majeure. This is only one example of many where the results will vary through no fault of Pacific. The Commission must approve a process whereby Pacific will have the ability to explain such differences before performance remedies are assessed and before Pacific is branded as providing unacceptable customer service.

Pacific must also be relieved for failures on certain performance measures that are affected by the CLECs' failure to provide accurate and timely forecasts. Pacific proposes the forecasting requirement contained in several of its interconnection agreements.⁵ For instance, the forecasting requirement in AT&T's interconnection agreement provides that AT&T must forecast product volumes within 20% of actual results. When AT&T exceeds the 20% variance level, it is required to pay \$10.00 per line or trunk outside the 20% range. The amount increases to \$20.00 for lines or trunks outside the 30% range, and to \$35.00 outside the 40% range. More important, when volumes for products exceed the forecasted levels by 20%, all remedies that would otherwise be levied against Pacific associated with pre-ordering, ordering, provisioning and maintenance are excused.⁶

Likewise, AT&T is required to submit orders without discrepancies for 80% of its orders. AT&T must pay 20% of the average non-recurring charge for all orders that fail

⁵ See, e.g., AT&T ICA, Attachment 17, p. 17.

⁶ Failure to provide a forecast is deemed to be a forecast of no volume.

to meet this standard. This measure should be used to offset any amounts owed by Pacific under any Commission-approved payment plan.

In addition, the Commission must consider the impact on performance remedies of any other CLEC measures that may be approved as part of the OSS OII.

6. Commencement Of Remedies

Performance payments should not be assessed until Pacific has been reporting for three months on the performance measures adopted in the OSS OII. Such a break-in period would allow Pacific to determine whether the data is being collected and reported accurately and to make necessary and appropriate changes to reporting processes.

7. Reporting And Auditing

The issues of reporting and auditing are being addressed by the parties in the performance measure phase of this proceeding.

8. Review Period

The performance payments should be reviewed with the performance measures in February 2000, and every six months thereafter. This is particularly important in light of the substantial financial exposure that the adopted payments will carry, and the uncertainty inherent in implementing a new performance remedy scheme.

Respectfully submitted,

PACIFIC BELL

ED KOLTO-WININGER

140 New Montgomery Street, Rm. 1619
San Francisco, California 94105

(415) 545-9422

Attorney for Pacific Bell

Date: January 22, 1999

MEASURE	LIQUIDATED DAMAGES
PRE-ORDERING	
Average Response Time (to Pre-Order Queries)	No recurring or nonrecurring charge is directly associated with this measure. Pacific pays the fixed amount of \$250 if this measure is missed
ORDERING	
Average FOC Notice Interval	Average nonrecurring charge for each occurrence out of parity
Average Reject Notice Interval	Average nonrecurring charge for each occurrence out of parity
Percent of Flow Through Orders	Not subject to remedies under Pacific's proposal
PROVISIONING	
Percent of Orders Given Jeopardy Notice	Average nonrecurring installation charge for each occurrence out of parity
Average Jeopardy Notice Interval	Average nonrecurring installation charge for each occurrence out of parity
Average Completed Interval	Average nonrecurring installation charge for each occurrence out of parity
Percent Completed within Standard Interval	Not subject to remedies under Pacific's proposal
Coordinated Customer Conversion	Average nonrecurring installation charge for each occurrence out of parity
LNP Network Provisioning	Average nonrecurring installation charge for each occurrence out of parity
Percent of Due Dates Missed	Average nonrecurring installation charge for each occurrence out of parity
Percent Company Missed Due Dates due to Lack of Facilities	Not subject to remedies under Pacific's proposal
Delay Order Interval to Completion Date	Not subject to remedies under Pacific's proposal
Held Order Interval	Average nonrecurring installation charge for each occurrence out of parity
Provisioning Trouble Reports	Average nonrecurring installation charge for each occurrence out of parity
Percent Troubles in 30 days for New Orders	Average nonrecurring installation charge for each occurrence out of parity
Percent Troubles in 7 days for New Orders	Average nonrecurring installation charge for each occurrence out of parity
Average Completion Notice Interval	Average nonrecurring installation charge for each occurrence out of parity
MAINTENANCE	
Customer Trouble Report Rate	One month's average recurring charges per line out of service that falls below parity. The waiver would be for the amount of lines out of service below the comparable measurements in retail within the four Pacific regions
Percent of Customer Trouble not Resolved within Estimated Time	One month's average recurring charges per line out of service that falls below parity. The waiver would be for the amount of lines out of service below the comparable measurements in retail within the four Pacific regions
Average Time to Restore	One month's average recurring charges per line out of service that falls below parity. The waiver would be for the amount of lines out of service below the comparable measurements in retail within the four Pacific regions
POTS Out of Service less than 24 Hours	Not subject to remedies under Pacific's proposal
Frequency of Repeat Troubles in 30 day period	One month's average recurring charges per line out of service that falls below parity. The waiver would be for the amount of lines out of service below the comparable measurements in retail within the four Pacific regions
NETWORK PERFORMANCE	

ATTACHMENT A

Percent Blocking on Common Trunks	Not subject to remedies under Pacific's proposal
Percent Blocking on Interconnection Trunks	Average nonrecurring charge for equivalent products
NXX Loaded by LERG Effective Date	No recurring or nonrecurring charge is directly associated with this measure. Pacific pays the fixed amount of \$250 if this measure is missed
Network Outage Notification	No recurring or nonrecurring charge is directly associated with this measure. Pacific pays the fixed amount of \$250 if this measure is missed
BILLING	
Usage Timeliness	No recurring or nonrecurring charge is directly associated with this measure. Pacific pays the fixed amount of \$250 if this measure is missed
Accuracy of Usage Feed	No recurring or nonrecurring charge is directly associated with this measure. Pacific pays the fixed amount of \$250 if this measure is missed
Wholesale Bill Timeliness	No recurring or nonrecurring charge is directly associated with this measure. Pacific pays the fixed amount of \$250 if this measure is missed
Usage Completeness	No recurring or nonrecurring charge is directly associated with this measure. Pacific pays the fixed amount of \$250 if this measure is missed
Recurring Charge Completeness	No recurring or nonrecurring charge is directly associated with this measure. Pacific pays the fixed amount of \$250 if this measure is missed
Non-Recurring Charge Completeness	No recurring or nonrecurring charge is directly associated with this measure. Pacific pays the fixed amount of \$250 if this measure is missed
Bill Accuracy	No recurring or nonrecurring charge is directly associated with this measure. Pacific pays the fixed amount of \$250 if this measure is missed
Duplicate Billing	No recurring or nonrecurring charge is directly associated with this measure. Pacific pays the fixed amount of \$250 if this measure is missed
Accuracy of Mechanized Bill Feed	No recurring or nonrecurring charge is directly associated with this measure. Pacific pays the fixed amount of \$250 if this measure is missed
DATABASE UPDATES	
Average Database Update Interval	Average nonrecurring charge for each occurrence out of parity
Percent Database Accuracy	Average nonrecurring charge for each occurrence out of parity
E911/911 MS Database Update Interval	Average nonrecurring charge for each occurrence out of parity
COLLOCATION	
Average Time to Respond to a Collocation Request	No recurring or nonrecurring charge is directly associated with this measure. Pacific pays the fixed amount of \$250 if this measure is missed
Average Time to Provide a Collocation Arrangement	No recurring or nonrecurring charge is directly associated with this measure. Pacific pays the fixed amount of \$250 if this measure is missed
INTERFACES	
Percent of Time Interface is Available	No recurring or nonrecurring charge is directly associated with this measure. Pacific pays the fixed amount of \$250 if this measure is missed
Average Notification of Interface Outages	No recurring or nonrecurring charge is directly associated with this measure. Pacific pays the fixed amount of \$250 if this measure is missed
Center Responsiveness	No recurring or nonrecurring charge is directly associated with this measure. Pacific pays the fixed amount of \$250 if this measure is missed